



ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ

ಅಧಿಕೃತವಾಗಿ ಪ್ರಕಟಿಸಲಾದುದು

ಸಂಪುಟ - ೧೫೫ Volume - 155	ಬೆಂಗಳೂರು, ಗುರುವಾರ, ೨೯, ಅಕ್ಟೋಬರ್, ೨೦೨೦ (ಕಾರ್ತಿಕ , ೦೭, ಶಕವರ್ಷ ೧೯೪೨) BENGALURU, THURSDAY, 29, OCTOBER, 2020 ((Karthika, 07, SHAKAVARSHA, 1942))	ಸಂಚಿಕೆ ೪೪ Issue 44
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ಭಾಗ ೧

ರಾಜ್ಯ ಸರ್ಕಾರದ ಮುಖ್ಯ ಆದೇಶಗಳು ಹಾಗೂ ಸುತ್ತೋಲೆ ಮುಂತಾದ
ಎಲ್ಲಾ ಇಲಾಖೆಗಳಿಗೂ ಸಂಬಂಧಿಸಿದ ಆದೇಶಗಳು

PROCEEDINGS OF THE GOVERNMENT OF KARNATAKA

- Sub:** Revision of rates with regard to the cost of 10 seedlings and raising road side plantation prescribed as per Government Order No: FEE 168 FDP 2017, Dated: 06.12.2018.
- Read:** 1. Government Order No: FEE 168 FDP 2017, Dated: 06.12.2018 and Corrigendum, dated: 07.12.2018
2. Single File No. APCCF(FRM)B3.Sales.CR-84/2017-18 submitted by the Principal Chief Conservator of Forests (Head of Forest Force), Karnataka.

PREAMBLE:

In the Government Orders read at(1) above the procedure and methodology that should be followed for disposal of Roadside trees in non-forest lands during the road laying / widening process have been notified and in the Annexure attached to the said Government Order it is indicated that the cost of planting 10 seedlings (at the rate of Rs. 300.00 for every seedling to be planted) for every tree to be felled is received and Rs. 3.00 lakhs per Kilometre to be collected from the user department / agency. These rates were valid up to the year 2019-20. As per the Para (E) of the Annexure of the Government Order, the above rates may be revised and notified by the Principal Chief Conservator of Forests (Head of Forest Force), Karnataka with prior approval of the State Government.

In the single file read at(2) above, Principal Chief Conservator of Forests (Head of Forest Force) has submitted estimated rates calculated by the Principal Chief Conservator of Forests (Development) as below; and proposed to revise the rates for the year 2020-21.

Estimated cost to be collected from user agency for every tree felled (Relied on the data sheet for raising block plantation (400 pits of size 8" X 12"))	Rs. 373.04
Cost of raising roadside plantation per KM. (Relied on the data sheet for calculating the estimated cost to be collected form user agency per KM (300 pits) (For monsoon planting)	Rs. 758540 per KM

Hence, the following order.

GOVERNMENT ORDER NO. FEE 168 FDP 2017,
BENGALURU, DATED: 08.10.2020.

As explained in the preamble, rates fixed vide in the Government Order No: FEE 168 FDP 2017, Dated: 06.12.2018 for the cost of raising Roadside plantation for the length of road laid / widened and planting seedlings for every tree felled / purported to be felled are revised as mention below;

S.L.	Details	Rate as per the Go dated: 06.12.2018	Revised rate
1	The Cost of planting 10 seedlings for every tree felled / purported to be felled	Rs. 300.00 for every seedling to be planted	Rs. 373.04/- for every seedling to be planted (valid for the year 2020-21)
2	The amount per kilometre of the length of road being laid / widened should be endeavoured to be utilized to raise roadside plantation from user agency.	Rs. 3 lakhs per KM	Present rate continued until December 2021

**By Order and in the name of
Governor of Karnataka**

(M S LEELAVATHI)
Under Secretary to Government
Forest, Ecology and Environment Department
(Forest-B)

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ನಡವಳಿಕೆಗಳು

ವಿಷಯ:- ರಾಜ್ಯದಲ್ಲಿ ಕೋವಿಡ್-19 ಸಾಂಕ್ರಾಮಿಕ ರೋಗವು ವ್ಯಾಪಕವಾಗಿ ಹರಡುತ್ತಿರುವುದರಿಂದ ಸಹಕಾರ ಸಂಘಗಳ /ಸೌಹಾರ್ದ ಸಹಕಾರಿಗಳ ವಾರ್ಷಿಕ ಸಾಮಾನ್ಯ ಸಭೆಯನ್ನು video conference / virtual meeting ಮೂಲಕ ನಡೆಸುವ ಕುರಿತು.

- ಓದಲಾಗಿದೆ:-**
- 1 ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಸಇ 43 ಸಿಎಲ್‌ಎಮ್ 2020 (ಇ), ದಿನಾಂಕ:24.06.2020
 - 2 ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಸಇ 44 ಸಿಎಲ್‌ಎಮ್ 2020 (ಇ), ದಿನಾಂಕ:08.07.2020
 - 3 ಸಹಕಾರ ಸಂಘಗಳ ನಿಬಂಧಕರು, ಕರ್ನಾಟಕ ರಾಜ್ಯ ಬೆಂಗಳೂರು ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ:ಸಸಂನಿ/ಆರ್‌ಎಸ್‌ಆರ್‌/ಎಕ್ಸ್‌ಎಮ್‌ಸಿ/11/2020-21, ದಿನಾಂಕ:14.10.2020

ಪ್ರಸ್ತಾವನೆ:

ಮೇಲೆ ಓದಲಾದ (1) ರಲ್ಲಿ ರಾಜ್ಯದಲ್ಲಿ ಕೋವಿಡ್-19 ರೋಗವು ವ್ಯಾಪಕವಾಗಿ ಹರಡುತ್ತಿರುವುದರಿಂದ ಕರ್ನಾಟಕ ಸಹಕಾರ ಸಂಘಗಳ ಕಾಯ್ದೆ 1959ರ ಕಲಂ 121ರಡಿ ಸರ್ಕಾರಕ್ಕೆ ಪ್ರದತ್ತವಾಗಿರುವ ಅಧಿಕಾರವನ್ನು ಚಲಾಯಿಸಿ ಕರ್ನಾಟಕ ಸಹಕಾರ ಸಂಘಗಳ ಕಾಯ್ದೆ 1959 ರ ಕಲಂ 27(1) ರಲ್ಲಿ ಸಹಕಾರ ಸಂಘಗಳ ವಾರ್ಷಿಕ ಸಾಮಾನ್ಯ ಸಭೆಯನ್ನು ಸೆಪ್ಟೆಂಬರ್ ಇಪ್ಪತ್ತೈದರೊಳಗಾಗಿ ನಡೆಸತಕ್ಕದ್ದು ಎಂಬುದನ್ನು ಸಡಿಲಿಸಿ, 25ನೇ ಡಿಸೆಂಬರ್ 2020 ರೊಳಗಾಗಿ ನಡೆಸಲು ಹಾಗೂ ಮೇಲೆ ಓದಲಾದ (2) ರಲ್ಲಿ ಕರ್ನಾಟಕ ಸೌಹಾರ್ದ ಸಹಕಾರಿ ಅಧಿನಿಯಮ 1997 ರ ಪ್ರಕರಣ 70 ರಡಿ ಸರ್ಕಾರಕ್ಕೆ ಪ್ರದತ್ತವಾಗಿರುವ ಅಧಿಕಾರವನ್ನು ಚಲಾಯಿಸಿ, ಕರ್ನಾಟಕ ಸೌಹಾರ್ದ ಸಹಕಾರಿ ಅಧಿನಿಯಮ 1997 ರ ಪ್ರಕರಣ 27(ಹೆಚ್-3), 30(1) ಹಾಗೂ 60(1) ರಡಿ ಸೌಹಾರ್ದ ಸಹಕಾರಿಗಳ ವಾರ್ಷಿಕ ಸಾಮಾನ್ಯ ಸಭೆಯನ್ನು ಸೆಪ್ಟೆಂಬರ್ ಇಪ್ಪತ್ತೈದರೊಳಗಾಗಿ ನಡೆಸತಕ್ಕದ್ದು ಎಂಬುದನ್ನು ಸಡಿಲಿಸಿ, 25ನೇ ಡಿಸೆಂಬರ್ 2020 ರೊಳಗಾಗಿ ನಡೆಸಲು ಅನುಮತಿ ನೀಡಿ ಆದೇಶಿಸಲಾಗಿರುತ್ತದೆ.

ಮೇಲೆ ಓದಲಾದ (3) ರಲ್ಲಿ ಸಹಕಾರಿ ಸಂಘಗಳ /ಸೌಹಾರ್ದ ಸಹಕಾರಿಗಳ ವಾರ್ಷಿಕ ಸಾಮಾನ್ಯ ಸಭೆಯನ್ನು video conference / virtual meeting ಮೂಲಕ ನಡೆಸಲು ಈ ಕೆಳಕಂಡ ನಿಬಂಧನೆಗೊಳಪಟ್ಟು ಸರ್ಕಾರದ ನಿರ್ದೇಶನ ನೀಡುವಂತೆ ಸಹಕಾರ ಸಂಘಗಳ ನಿಬಂಧಕರು ಕೋರಿರುತ್ತಾರೆ.

ಪ್ರಸ್ತಾವನೆಯನ್ನು ಕೂಲಂಕುಷವಾಗಿ ಪರಿಶೀಲಿಸಿ, ಈ ಕೆಳಕಂಡಂತೆ ಆದೇಶವನ್ನು ಹೊರಡಿಸಲಾಗಿದೆ.

ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಇ 43 ಸಿಎಲ್‌ಎಮ್ 2020 (ಇ) ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 21.10.2020

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಕರ್ನಾಟಕ ಸಹಕಾರ ಸಂಘಗಳ ಅಧಿನಿಯಮ 1959ರ ಕಲಂ 121ರಡಿ ಹಾಗೂ ಕರ್ನಾಟಕ ಸೌಹಾರ್ದ ಸಹಕಾರಿ ಅಧಿನಿಯಮ,1997ರ ಕಲಂ 70ರಡಿ ಪ್ರದತ್ತವಾದ ಅಧಿಕಾರವನ್ನು ಚಲಾಯಿಸಿ, ಹಾಗೂ ವಿಪತ್ತು ನಿರ್ವಹಣೆ ಅಧಿನಿಯಮ 2005 ರಡಿಯಲ್ಲಿ ಹೊರಡಿಸಿರುವ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಆರ್‌ಡಿ 158 ಟಿಎನ್‌ಆರ್ 2020 ದಿನಾಂಕ:01.10.2020ರ ಆದೇಶ/ ಮಾರ್ಗಸೂಚಿಗಳನ್ನು ಮತ್ತು ಕೋವಿಡ್-19 ನಿರ್ವಹಣೆಗಾಗಿ ಹೊರಡಿಸಿದ ರಾಷ್ಟ್ರೀಯ ನಿರ್ದೇಶನಗಳನ್ನು ಕಟ್ಟುನಿಟ್ಟಾಗಿ ಪಾಲಿಸುವ ಷರತ್ತಿಗೊಳಪಟ್ಟು ಇದೊಂದು ವಿಶೇಷ ಪ್ರಕರಣ ಎಂದು ಪರಿಗಣಿಸಿ ಸರ್ವ ಸದಸ್ಯರ

ಸಭೆಯನ್ನು video conference / virtual meeting ಮೂಲಕ ನಡೆಸಲು ೨೦೨೦ ರ ಅವಧಿಗೆ ಮಾತ್ರ ಈ ಕೆಳಕಂಡ ನಿಬಂಧನೆಗೊಳಪಟ್ಟು ಅನುಮತಿ ನೀಡಿದೆ.

- ಸರ್ವ ಸದಸ್ಯರ ಸಭೆಯನ್ನು video conference / virtual meeting ಮೂಲಕ ನಡೆಸಬಹುದು.
- ಸರ್ವ ಸದಸ್ಯರ ಸಭೆ ನಡೆಯುವ ದಿನಾಂಕ ಮತ್ತು ವೇಳೆ ದಿನಪತ್ರಿಕೆಯಲ್ಲಿ ಪ್ರಕಟಿಸುವುದು.
- ಸಭೆಯ ನೋಟೀಸು ಹಾಗೂ ಇನ್ನಿತರೆ ದಾಖಲಾತಿಗಳನ್ನು ಸಂಘದ ವೆಬ್‌ಸೈಟ್ ಮೂಲಕ ಪ್ರಚುರಗೊಳಿಸುವುದು ಹಾಗೂ ಹಾಲಿ ಅನುಸರಿಸುತ್ತಿರುವ ಪದ್ಧತಿಯಂತೆ ನೋಟೀಸುಗಳನ್ನು ಅಂಚೆಯ ಮೂಲಕ ರವಾನಿಸಲು ಸಹ ಕ್ರಮವಿಡತಕ್ಕದ್ದು.
- ಇ-ಮೇಲ್ ಅಥವಾ ವೆಬ್‌ಸೈಟ್ ಹೊಂದಿಲ್ಲದವರು Remote e-voting system ಮೂಲಕ ಭಾಗವಹಿಸುವುದು.
- ಸದಸ್ಯರಿಗೆ ಡಿವಿಡೆಂಡ್‌ಗಳನ್ನು ಇಸಿಎಸ್ ಮೂಲಕ ಅವರುಗಳ ಖಾತೆಗೆ ಪಾವತಿಸಲು ಕ್ರಮವಿಡುವುದು.
- ಇಂಥಹ ಸಭೆಯ ನಡವಳಿಕೆಗಳನ್ನು ಅಧಿಕೃತವಾಗಿ ರೆಕಾರ್ಡ್ ಮಾಡಿ ದಾಖಲಿಸುವ ತಂತ್ರಜ್ಞಾನ ಅಳವಡಿಸಿಕೊಳ್ಳತಕ್ಕದ್ದು.
- ಸರ್ವ ಸದಸ್ಯರ ಸಭೆ ನಡೆಸುವ ಸ್ಥಳದಲ್ಲಿ ಕೋವಿಡ್-19ರ ನಿಯಮಾವಳಿಗಳಿಗೆ ಒಳಪಟ್ಟು ಎಂದಿನಂತೆ ಹಾಜರಾತಿಯನ್ನು ನಿರ್ವಹಿಸಿ ಸಹಕಾರ ಸಂಘಗಳ ಕಾಯ್ದೆ ಅನ್ವಯ ನಮೂದಿಸಿರುವ ಅಂಶಗಳನ್ನು ಕಾರ್ಯಸೂಚಿಯಲ್ಲಿ ಅಳವಡಿಸಿಕೊಂಡು ಹಾಲಿ ಪದ್ಧತಿಯಂತೆ ನಡವಳಿಕೆಗಳನ್ನು ನಡೆಸಲು ಕ್ರಮವಹಿಸತಕ್ಕದ್ದು.

ಸರ್ವ ಸದಸ್ಯರ ಸಭೆಯನ್ನು video conference / virtual meeting ಮೂಲಕ ನಡೆಸಲು ವ್ಯವಸ್ಥೆಇಲ್ಲದೇ ಇರುವಂತಹ ಸಹಕಾರ ಸಂಘಗಳು /ಸೌಹಾರ್ದ ಸಹಕಾರಿಗಳು ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಸಇ 43 ಸಿಎಲ್‌ಎಮ್ 2020 (ಇ) ದಿನಾಂಕ:24.06.2020 ಹಾಗೂ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ:ಸಇ 44 ಸಿಎಲ್‌ಎಮ್ 2020 (ಇ), ದಿನಾಂಕ:08.07.2020 ರನ್ವಯ ಕ್ರಮ ಕೈಗೊಳ್ಳಲು ಆದೇಶಿಸಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ

ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ

(ಕೆ.ಎಂ.ಆಶಾ)

ವಿಶೇಷ ಕರ್ತವ್ಯಾಧಿಕಾರಿ ಹಾಗೂ ಪದನಿಮಿತ್ತ,

ಸರ್ಕಾರದ ಜಂಟಿ ಕಾರ್ಯದರ್ಶಿ,

ಸಹಕಾರ ಇಲಾಖೆ.



ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ನಡವಳಿಕೆಗಳು

ವಿಷಯ:- ಬೆಂಗಳೂರು ತಮಿಳು ಸಂಘಂ, ಬೆಂಗಳೂರು ಈ ಸಂಘದ ಆಡಳಿತಾಧಿಕಾರಿಯನ್ನು ಬದಲಾಯಿಸುವ ಬಗ್ಗೆ.

- ಓದಲಾಗಿದೆ:-**
1. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಇ 136 ಸಸಂನೋ 2018, ಬೆಂಗಳೂರು, ದಿನಾಂಕ:14.03.2019, 11.07.2019, 19.09.2019, 11.02.2020 ಮತ್ತು 04.06.2020.
 2. ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಇ 136 ಸಸಂನೋ 2018, ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 04.08.2020

ಪ್ರಸ್ತಾವನೆ:

ಮೇಲೆ (1) ರಲ್ಲಿ ಓದಲಾದ ದಿನಾಂಕ:14.03.2019 ರ ಆದೇಶದಲ್ಲಿ ಕರ್ನಾಟಕ ಸಂಘಗಳ ನೋಂದಣಿ ಕಾಯ್ದೆ 1960ರ ಕಲಂ 27-ಎ ರನ್ವಯ ದಿ ಬೆಂಗಳೂರು ತಮಿಳು ಸಂಘಂ, ನಂ.59, ಅಣ್ಣಸ್ವಾಮಿ ಮೊದಲಿಯಾರ್ ಸಾಲ್ವೆ ರಸ್ತೆ, ಬೆಂಗಳೂರು-42 ಈ ಸಂಘಕ್ಕೆ ಆಡಳಿತಾಧಿಕಾರಿಯನ್ನು 6 ತಿಂಗಳ ಅವಧಿಗೆ ನೇಮಿಸಿ ಆದೇಶಿಸಲಾಗಿದ್ದು, ನಂತರ ದಿನಾಂಕ:11.07.2019 ರ ಆದೇಶದಲ್ಲಿ ಆಡಳಿತಾಧಿಕಾರಿಯನ್ನು ಬದಲಾಯಿಸಿ ಆದೇಶಿಸಿದ್ದು, ದಿನಾಂಕ:19.09.2019 ರ ಆದೇಶದಲ್ಲಿ ಆಡಳಿತಾಧಿಕಾರಿ ಅವಧಿಯನ್ನು ವಿಸ್ತರಿಸಿ ಆದೇಶಿಸಲಾಗಿತ್ತು. ದಿನಾಂಕ:11.02.2020 ರ ಆದೇಶದಲ್ಲಿ ಆಡಳಿತಾಧಿಕಾರಿಯನ್ನು ಪುನಃ ಬದಲಾಯಿಸಿ ಶ್ರೀಮತಿ ಯಶಸ್ವಿನಿ, ಸಹಕಾರ ಸಂಘಗಳ ಉಪ ನಿಬಂಧಕರು, ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ಇವರನ್ನು 3 ತಿಂಗಳ ಅವಧಿಗೆ ಆಡಳಿತಾಧಿಕಾರಿಯಾಗಿ ನೇಮಿಸಿ ತದನಂತರ ದಿನಾಂಕ:04.06.2020 ರ ಆದೇಶದಲ್ಲಿ ಆಡಳಿತಾಧಿಕಾರಿ ಅವಧಿಯನ್ನು ಮುಂದಿನ ಮೂರು ತಿಂಗಳವರೆಗೆ ವಿಸ್ತರಿಸಿ ಆದೇಶಿಸಲಾಗಿತ್ತು.

ಮೇಲೆ (2) ರಲ್ಲಿ ಓದಲಾದ ಆದೇಶದಲ್ಲಿ ಸದರಿ ಸಂಘಕ್ಕೆ ಆಡಳಿತಾಧಿಕಾರಿಯಾಗಿ ನೇಮಿಸಲಾಗಿದ್ದ ಶ್ರೀಮತಿ ಯಶಸ್ವಿನಿ, ಸಹಕಾರ ಸಂಘಗಳ ಉಪ ನಿಬಂಧಕರು, ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ಇವರನ್ನು ಬದಲಾಯಿಸಿ ಸಹಕಾರ ಸಂಘಗಳ ಉಪ ನಿಬಂಧಕರು ಹಾಗೂ ಜಿಲ್ಲಾ ಸಂಘಗಳ ನೋಂದಣಾಧಿಕಾರಿಗಳು, 4ನೇ ವಲಯ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರನ್ನು ನೇಮಿಸಿ ಆದೇಶಿಸಲಾಗಿತ್ತು.

ಆಡಳಿತಾತ್ಮಕ ಹಿತದೃಷ್ಟಿಯಿಂದ ದಿ ಬೆಂಗಳೂರು ತಮಿಳು ಸಂಘಕ್ಕೆ ಆಡಳಿತಾಧಿಕಾರಿಯಾಗಿ ನೇಮಿಸಲಾಗಿದ್ದ ಸಹಕಾರ ಸಂಘಗಳ ಉಪ ನಿಬಂಧಕರು ಹಾಗೂ ಜಿಲ್ಲಾ ಸಂಘಗಳ ನೋಂದಣಾಧಿಕಾರಿಗಳು, 4ನೇ ವಲಯ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರನ್ನು ಬದಲಾಯಿಸಿ ಸಹಕಾರ ಸಂಘಗಳ ಉಪ ನಿಬಂಧಕರು ಹಾಗೂ ಸಂಘಗಳ ಜಿಲ್ಲಾ ನೋಂದಣಾಧಿಕಾರಿಗಳು, 3ನೇ

ವಲಯ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರನ್ನು ಆಡಳಿತಾಧಿಕಾರಿಯಾಗಿ ನೇಮಿಸಲು ಸರ್ಕಾರವು ತೀರ್ಮಾನಿಸಿದೆ. ಅದರಂತೆ, ಈ ಆದೇಶ.

ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಇ 136 ಸಸಂನೋ 2018,
ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 23.10.2020

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ಕರ್ನಾಟಕ ಸಂಘಗಳ ನೋಂದಣಿ ಕಾಯ್ದೆ 1960ರ ಕಲಂ 27-ಎ ರಲ್ಲಿ ಪ್ರದತ್ತವಾದ ಅಧಿಕಾರವನ್ನು ಚಲಾಯಿಸಿ, ದಿ ಬೆಂಗಳೂರು ತಮಿಳು ಸಂಘಂ, ನಂ.59, ಅಣ್ಣಸ್ವಾಮಿ ಮೊದಲಿಯಾರ್ ಸಾಲ್ವೆ ರಸ್ತೆ, ಬೆಂಗಳೂರು-42 ಈ ಸಂಘಕ್ಕೆ ಕರ್ನಾಟಕ ಸಂಘಗಳ ನೋಂದಣಿ ಕಾಯ್ದೆ 1960ರ ಕಲಂ 27ಎ ಪ್ರಕಾರ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಸಇ 136 ಸಸಂನೋ 2018, ದಿನಾಂಕ:04.08.2020 ರ ಆದೇಶದಲ್ಲಿ ಆಡಳಿತಾಧಿಕಾರಿಯಾಗಿ ನೇಮಿಸಲಾಗಿದ್ದ ಸಹಕಾರ ಸಂಘಗಳ ಉಪ ನಿಬಂಧಕರು ಹಾಗೂ ಜಿಲ್ಲಾ ಸಂಘಗಳ ನೋಂದಣಾಧಿಕಾರಿಗಳು, 4ನೇ ವಲಯ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರನ್ನು ಬದಲಾಯಿಸಿ ಸಹಕಾರ ಸಂಘಗಳ ಉಪ ನಿಬಂಧಕರು ಹಾಗೂ ಜಿಲ್ಲಾ ಸಂಘಗಳ ನೋಂದಣಾಧಿಕಾರಿಗಳು, 3ನೇ ವಲಯ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಇವರನ್ನು ನೇಮಿಸಿ ಆದೇಶಿಸಿದೆ.

ಆಡಳಿತಾಧಿಕಾರಿಗಳು ಸದರಿ ಅವಧಿಯಲ್ಲಿ ಸಂಸ್ಥೆಯಲ್ಲಿನ ಲೋಪದೋಷಗಳನ್ನು ನಿಯಮಾನುಸಾರ ಸರಿಪಡಿಸಿ ಹಾಗೂ ಸಂಘದ ಆಡಳಿತ ಮಂಡಳಿಗೆ ಅವಧಿಯೊಳಗೆ ಚುನಾವಣೆ ನಡೆಸಿ, ಚುನಾಯಿತ ನೂತನ ಆಡಳಿತ ಮಂಡಳಿಗೆ ಅಧಿಕಾರ ಹಸ್ತಾಂತರಿಸಿ ಸರ್ಕಾರಕ್ಕೆ ವರದಿ ನೀಡಲು ಸೂಚಿಸಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ
(ಮನೋರಮ ಡಿ.ಸಿ.)
ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ-3,
ಸಹಕಾರ ಇಲಾಖೆ.

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ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ನಡವಳಿಕೆಗಳು

- ವಿಷಯ:** ಕರ್ನಾಟಕ ಅರಣ್ಯ ಸಂಹಿತೆ, 1976 ಇದಕ್ಕೆ ಅಪೆಂಡಿಕ್ಸ್ **XVIII B** ಸೇರ್ಪಡೆ ಮಾಡುವ ಕುರಿತು.
- ಓದಲಾಗಿದೆ:** 1. ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಅಪಜೀ 168 ಎಫ್‌ಡಿಪಿ 2017, ದಿನಾಂಕ: 14.11.2017.
2. ಏಕ ಕಡತ ಸಂಖ್ಯೆ: ಅಪ್ರಮುಅಸಂ(ಅಸಂನಿ)ಬಿ3.ಸೇಲ್ಸ್.ಸಿಆರ್-84/2017-18.

* * * * *

ಪ್ರಸ್ತಾವನೆ:-

ಕರ್ನಾಟಕ ಅರಣ್ಯ ಸಂಹಿತೆ, 1976ರ ಕ್ರಮ ಸಂಖ್ಯೆ-64ರಲ್ಲಿ ನಾಟಾಗಳ / ವಿವಿಧ ಅರಣ್ಯ ಉತ್ಪನ್ನಗಳ ಮಾರಾಟಕ್ಕಾಗಿ ಮಾರಾಟ ಅಧಿಸೂಚನೆಗಳ (sale notification) ನಮೂನೆಗಳನ್ನೊಳಗೊಂಡ ಅನುಬಂಧಗಳ ಕುರಿತು ನಮೂದಿಸಲಾಗಿರುತ್ತದೆ.

ಮೇಲೆ ಓದಲಾದ ಕ್ರಮ ಸಂಖ್ಯೆ(1)ರ ಅಧಿಸೂಚನೆಯಲ್ಲಿ ನಾಟಾಗಳು ಮತ್ತು ಅರಣ್ಯ ಉತ್ಪನ್ನಗಳನ್ನು ಇ-ಟೆಂಡರ್ ಕಂ ಹರಾಜು ಮೂಲಕ ಮಾರಾಟ ಮಾಡುವುದಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಮಾರಾಟ ಅಧಿಸೂಚನೆ ಕಂ ಮಾರಾಟ ಷರತ್ತುಗಳ (sale notification cum sale conditions) ನಮೂನೆ-ಅಪೆಂಡಿಕ್ಸ್ **XVIII A** ನ್ನು ಕರ್ನಾಟಕ ಅರಣ್ಯ ಸಂಹಿತೆ 1976ಕ್ಕೆ ಸೇರ್ಪಡೆಗೊಳಿಸಲಾಗಿತ್ತು.

ಮೇಲೆ ಓದಲಾದ ಕ್ರಮ ಸಂಖ್ಯೆ(2)ರ ಏಕ ಕಡತದಲ್ಲಿ ಪ್ರಧಾನ ಮುಖ್ಯ ಅರಣ್ಯ ಸಂರಕ್ಷಣಾಧಿಕಾರಿಯವರು ರೈಲ್ವೆ / ರಸ್ತೆ ಬದಿಯ ಮರಗಳನ್ನು ಇ-ಟೆಂಡರ್ ಕಂ ಹರಾಜು ಮೂಲಕ ಮಾರಾಟ ಮಾಡುವುದಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಪ್ರತ್ಯೇಕವಾಗಿ ಮಾರಾಟ ಅಧಿಸೂಚನೆ ಕಂ ಮಾರಾಟ ಷರತ್ತುಗಳ (sale notification cum sale conditions) ನಮೂನೆ-ಅಪೆಂಡಿಕ್ಸ್ **XVIII B** ಅನ್ನು ಕರ್ನಾಟಕ ಅರಣ್ಯ ಸಂಹಿತೆ 1976ಕ್ಕೆ ಸೇರ್ಪಡೆ ಮಾಡುವಂತೆ ಶಿಫಾರಸ್ಸು ಮಾಡಿರುತ್ತಾರೆ.

ಈ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಪರಿಶೀಲಿಸಿ, ಈ ಕೆಳಕಂಡ ಆದೇಶ ಹೊರಡಿಸಲಾಗಿದೆ.

ಸರ್ಕಾರಿ ಆದೇಶ ಸಂಖ್ಯೆ: ಅಪಜೀ 168 ಎಫ್‌ಡಿಪಿ 2017. ಬೆಂಗಳೂರು

ದಿನಾಂಕ: 03.02.2018.

ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ವಿವರಿಸಿರುವ ಅಂಶಗಳ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಈ ಆದೇಶದ ಅನುಬಂಧದಲ್ಲಿನ ನಮೂನೆ-ಅಪೆಂಡಿಕ್ಸ್ **XVIII B** ಅನ್ನು ಕರ್ನಾಟಕ ಅರಣ್ಯ ಸಂಹಿತೆ 1976ಕ್ಕೆ ಸೇರ್ಪಡೆ ಮಾಡಲು ಅನುಮೋದಿಸಿದೆ ಮತ್ತು ಸಂಹಿತೆಯ ಕ್ರಮ ಸಂ.64ಅನ್ನು ಈ ಕೆಳಕಂಡಂತೆ ತಿದ್ದುಪಡಿ ಮಾಡಿ ತಕ್ಷಣದಿಂದ ಜಾರಿಗೆ ಬರುವಂತೆ ಅನುಷ್ಠಾನಗೊಳಿಸಲಾಗಿದೆ.

64:The forms of sale notification for various types of sale are provided in Appendices XVIII, XVIII (A), XVIII (B), XIX, XX, XXI, XXII, XIII and XXIV,

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ,

(ನಾರಾಯಣ)

ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ(ಪ್ರ)
ಅರಣ್ಯ, ಪರಿಸರ ಮತ್ತು ಜೀವಿಶಾಸ್ತ್ರ ಇಲಾಖೆ

Annexure**APPENDIX XVIII B****(See Rule 64)****Form of Notification for e tender-cum-auction sale of standing trees on
Roadside / Railside of PPP depot of ABC division****KARNATAKA FOREST DEPARTMENT*****Office of the Deputy Conservator of Forests, ABC division.*****No.****Date:****Terms & Conditions for e-Tender – cum -Auction for sale of trees
standing from Place X to Place Y Roadside/Railside and their removal.**

Karnataka Forest Department (KFD), Government of Karnataka, herein after referred to as the SELLER, hereby notifies the sale of _____ trees standing on Place X to Place Y Roadside / Railside on “**As is where is basis without any segregation of logs in the notified Lots**” and in terms of the Karnataka Preservation of Trees Act, 1976, the Karnataka Forest Rules, 1969, The Karnataka Forest Manual and the Karnataka Forest Code, which have to be removed within the period detailed in **Annexure-A**. The sale of these will take place through Competitive Bidding process using the MSTC (A Government of India Enterprise) e-tender-cum-auction platform (www.mstcecommerce.com). The details of tree units/ lots and their location for which bids are being invite dare listed and the period within which they have to be removed is detailed in **Annexure-A**. The trees have been divided into units/lots for proper demarcation and competition.

1. (i) The word **SELLER**, wherever appearing, means the Karnataka Forest Department (KFD).

(ii) The words **Department**, wherever appearing, also means the Karnataka Forest Department, Government of Karnataka.

(iii) The word **MSTC**, wherever appearing, means the MSTC LIMITED, 19/5 & 19/6, 3rd Floor, Kareem Tower, Cunningham Road, Bengaluru - 560052, hereinafter referred to as the AGENT OF THE SELLER.

(iv) The word **e-Auction**, wherever appearing, means the e-Tender-cum - Auction.

(v) The words Unit / **Lot/ Lots/e-auction Lot**, wherever appearing, means e-tender-cum-Auction Lot comprising of one Lot or more than one Lot grouped together for the purpose of this sale.

(vi) The Word **Bidder**, wherever appearing, means the individual or Firm or Company participating in the e-tender-cum-Auction process to purchase the Roadside / Railside trees Lot/**Lots** put up for sale by the Seller.

(vii) The Word **Successful Bidder / Buyer**, wherever appearing, means the individual or Firm or Company whose bid/offer has been accepted by the Seller and to whom a Sale order is issued.

2. The Sale will **be generally governed by the provisions of the Karnataka Preservation of Trees Act, 1976, the Karnataka Forest Rules 1969, the Karnataka Forest Manual, the Karnataka Forest Code** and also the Lot/Unit List, Special Terms & Conditions (STC) and Annexures displayed on the 'Live' e-Auction Floor as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions(BSTC) accepted by the Bidder at the time of e-Tender-cum-Auction registration with MSTC. The Bidders should download the Lot/Unit List and STC displayed under 'View Live Auctions' for their record purpose, if required. The BSTC and GTC can be viewed and downloaded from the home page of the e-Auction website and clicking on the "NEW USER". Participation in the e-Auction will be deemed to imply that the Bidder has made himself /

herself/themselves aware of and accepted the Unit/Lot list, STC, BSTC and GTC and understood all its implications and ramifications.

3. In case of any conflict between the STC, GTC and BSTC, the STC shall prevail. Karnataka Forest Department shall have the right to issue addendum to the STC and / or BSTC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the addendum so issued shall form a part of the original STC or BSTC, as the case may be. The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions (STC) or Buyer Specific Terms and Conditions (BSTC) or General Terms & Conditions (GSTC) to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.
4. E-Tender-cum-Auction opening time, closing time, inspection schedule and other dates and times mentioned in the e-auction catalogue may be treated as the Indian Standard Time (IST) only.
5. The Bidders who are interested in purchasing the trees standing on Place X to Place Y Roadside / Railside Lot / Lots through e-tender-cum-auction should get themselves registered with MSTC as a bidder well in advance, ahead of the commencement of e-auctions. The bidders who have valid registration with MSTC need not register again.

6. Contact Details

(A) KARNATAKA FOREST DEPARTMENT:

NAME OF THE SALE THE DCF

Deputy Conservator of Forests, ABC Division,

(Full postal address of the DCF),

Contact No: Office and Mobile phone numbers of DCF

E-mail ID: Of the office of DCF

(B) MSTC LIMITED

THE BRANCH MANAGER

M/s. MSTC Ltd, 19/5 & 19/6, 3rd Floor, Kareem Tower, Cunningham Road, Bengaluru – 560052, Karnataka.

Phone: +91 80 – 22260054, 22266417 / Mobile No.

E-Mail:

7. **Location and number of trees:** The Unit/Lot details of trees standing on Place X to Place Y Roadside / Railside is as detailed in **Annexure-A**.
8. **Inspection of Units/Lots:** The interested bidders may inspect the trees standing on Place X to Place Y Roadside / Railside Lot / Lots being offered to be sold under this notification on any working day before the day of pre-Bid Meeting (So that any discrepancies noticed by them may be got corrected or clarified in the pre-Bid Meeting).
9. Whether through inspection or other means or both, the Bidders should satisfy himself/herself/themselves about the likely quantity and quality of outturn of timber, poles, billets, firewood etc. and its monetary value. **They should also gain complete knowledge of the risks involved in felling, the precautions that need to be taken, the cost of these all etc. so that they can offer an informed bid.** The principle of "*Caveat emptor*" (*Let the buyer be aware*) will apply to all those participating in the bidding process.
10. **Pre-bid Meeting:** Pre-bid meeting will be held on **date to be written** at _____ hours in the office of the Deputy Conservator of Forests, ABC division. All intending bidders are encouraged and advised to participate in the pre-bid meeting to get any clarifications or changes regarding the lots, the method of sale, the way prices have to be quoted etc. They should invariably examine and inspect all documents related to this sale so as to understand what risks (if any) or likely time lines may be realistic between the date of confirmation of sale and actual extraction cum transportation of

trees in each of the Units/Lots. Based upon these, the Seller may change these and notify based on the proceedings of pre-bid meeting on the website that deals with this e-tender-cum-auction. These changes, if notified, will form a part of the sale conditions and replace all those which contravenes these from the date of pre-bid meeting. No change can be and will be made after the pre-bid meeting is over and its proceedings drawn. **After the pre-bid meeting and issue of its proceedings, it will be presumed that all the bidders/ buyers, irrespective of whether they have inspected the lots or not and/or attended the pre-bid meeting or not, have agreed with and understood all the terms and conditions of the e-tender-cum-auction, its implications and are ready to abide by all the terms and conditions.**

11. **E-Tender-cum-Auction schedule:** The e-tender-cum-auction of the trees standing on Place X to Place Y Roadside / Railside Units /Lots would be held on **Date** from **time** to **time**. (Delta time extensions excluded).

12. **Earnest Money Deposit (EMD):**

- i. All Bidders desirous of participating in the **e-tender-cum-auction to be held on Date** should remit an **Earnest Money Deposit (EMD)** of **INR _____ (Rupees _____ only)** in the account of MSTC. The EMD must be paid, in one instalment, through the online payment gateway of MSTC. The amount shall be credited in the account of MSTC, **on or before 05:00 PM of the day preceding the sale i.e. Date**. This EMD will, after registration, enable the Bidder to participate in the e-tender-cum-auction for any or all of the trees standing on Place X to Place Y Roadside / Railside Units / Lots put up for sale.
- ii. Every bidder should inform the details of EMD payment to the Seller and MSTC Limited through e-mail from the registered e-mail ID to: **MSTC email id** and **DCF email id** immediately upon e-payment clearly mentioning: the Bidder's name (Individual, Firm or Company as the case

may be), Registration Number with MSTC, E-Auction number, Payment Type, Unique Transaction Identity number, date of making payment, Amount paid, etc. Information received from unregistered e-mail IDs shall not be considered.

- iii. The intending bidders may participate in one, some or all the Lots subject to registration and submission of EMD Deposit as above.
- iv. EMD Payments without e-mail intimation shall not be considered/ acted upon. MSTC will not be responsible for delayed credits of EMD amount or for non-receipt of information of deposit. It shall be the responsibility of the bidder to confirm the receipt of EMD in MSTC account. The Bank transfer charges either way would be on bidder's account. **No interest shall be payable on the EMD Deposit.**
- v. The EMD of the Highest (H1) bidder will be retained till confirmation of sale and adjusted towards 75% of the payment of sale value of the Unit/Lot for which the bidder is a successful bidder and is making payment last (when the bidder is successful in more than one Unit/Lot).
- vi. The EMD of unsuccessful bidders will be refunded as it is. In case of refund of EMD by RTGS/ NEFT, the commission and bank transfer charges etc., shall be borne by the unsuccessful bidder.
- vii. EMD Payment by third party shall not be accepted.

13. The Bidding Process

- i. The bid value shall be the basic price of the trees standing on Place X to Place Y Roadside / Railside Units/Lots exclusive of all applicable taxes, fees, surcharges, levies, duties etc., in INR for the Unit/Lot as a whole. The Sale Conducting Officer may prescribe a minimum bid price below which no bids will be accepted by the e-tender-cum-auction system platform. **The bidders shall quote their bids in Indian Rupees only**

- for each Unit/Lot.** Once bid, bidders can only increase their bid by a minimum of Rs. _____ (Rupees _____ only) or its whole multiples.
- ii. Each Unit / Lot is a separate entity for bidding. Bidders have to bid separately for each Unit / Lot. Each Unit / Lot shall be treated as an independent contract for the purpose of bid, sale, agreement, payments, delivery etc.
- iii. E-Tender – cum- Auction period will be for One(One) hour(**From 11:00 AM to 12:00 PM Indian Standard Time - IST**) subject to automatic extension. If any valid bid is received within the last eight (8) minutes before the closing time i.e. between 11:52 AM and 12:00 PM on the date of e-tender-cum-auction, bidding time will be automatically get extended by an additional **8 (Eight)** minutes, thus giving enough opportunity for others to revise their bids for that Lot. This process will continue as long as the bidding continues and e-tender-cum-auction will close when no bid is received for 8 consecutive minutes. The bidders can increase the bid amount by a minimum of **Rs. _____ (Rupees _____ only) per unit/lot or its whole multiples** in both, regular as well as extended periods of e-tender-cum-auction. **E-Tenders will not have any extension of period beyond the one hour period defined above.**
- iv. Bidders may participate in e-tendering or e-auction or both for each Unit/ Lot by choosing appropriate option while offering bids. The bidder can continue to participate in e-auction after submission of e-tender. The bids offered, irrespective of whether it is in the tender or auction, shall be valid for a period of 90 days from the date on which the e-tender-cum-auction is held (it being counted as day 0).

- v. The bidder shall be solely responsible for all implications, ramifications and consequences arising out of the bid submitted by him / her/them and no complaint/representation will be entertained by the SELLER in this regard after the sale. Therefore, bidders must be careful to check (the Bid Amount/ Number of '0's/ No. of Digits etc.,) and rectify their bid (if required) before submitting their bid on the live e- auction floor by clicking the 'Bid' Button. There is no provision for bidding in decimals. During Live e-auction, only brief Unit/Lot details will be shown under the 'Lot Name' on the e-auction floor where bidders are required to bid. The complete 'Item Details' can be seen by the bidders by clicking on the respective item hyperlinked under Lot Name. It shall be the responsibility of the bidders to see the 'Item Details' before bidding. No representation / complaint from any bidder in this regard will be entertained by MSTC / Seller.
- vi. Each Unit/Lot will be bid, sold and delivered separately.
- vii. The Seller is **not bound** (but may do so as an exception only if absolutely imperative to do so) to provide any computer terminal for bidders; it shall be the responsibility of the bidders to arrange for the hardware, software and sufficient internet connectivity required for participation in the e-tender-cum-auction process.
- viii. For detailed Procedure and Guidelines for registration and bidding for bidders, please go to the MSTC website or contact MSTC officers.

14. Bidding Rate

- i. The bidders shall quote/offer on MSTC website his / her/their offer rate in Indian Rupees per Unit/Lot which he / she/they desire/s to purchase exclusive of applicable taxes, fees, surcharges, levies, duties etc. **Online bidding shall be done only in Indian Rupees per Unit/Lot.**

- ii. **The applicable taxes, fees, surcharges, levies, duties etc. shall be that as prevalent on the date on which payment is received in the account of Seller.** Any increase in levies etc., or imposition of any new duties & taxes by statutory authorities between the date of bidding and the date on which the last part of the payment is made (except transit pass fee) would be on the account of successful bidders and payable by the successful bidders.
- iii. The e-tender-cum-auction Unit/Lot details like number of trees, species, dimensions etc., of each of the Units / Lots are given in Annexure- A. The said details will be last and final and binding on the buyer as well as seller.

15. Taxes and other levies:

- i. **Forest Development Tax@ 12% on Bid amount (Basic Rate) for the Unit/Lot.**
- ii. **Goods and Services Tax – This will be equal to 18% of the value of the lot (Bid amount plus 12 % Forest Development Tax of Bid amount). The point of sale and point of destination are the same (the place of sale), half of this will be SGST and the other half CGST.**
- iii. **Income Tax: Income Tax shall be paid by the Buyer as per the provisions of the Income Tax Act, 1961 and Rules made there under. Bidders should mention the Permanent Account Number (PAN) issued by the Income Tax Department of India. For correct PAN provided cases, IT will be charged @ 2.5% of Bid amount or the rate prevalent on the day of tender/auction sale. If PAN is not provided or an incorrect PAN is provided, the rate of Income Tax will be 20%.**

- iv. **Performance Bank Guarantee: A irrevocable Performance Bank Guarantee from any Nationalized Bank (Private, Co-operative Banks etc. are excluded in this term), valid for a period of one year from the date of execution of the Guarantee, for Rs.50000 (Rupees Fifty Thousand only) in favour of "Deputy Conservator of Forests, ABC division" for each Unit/Lot shall be executed by the Buyer with/before the full payment of all the each Unit/Lot which purchased has been made as a security and Guarantee of the act that the Buyer shall fell, convert and transport all the trees and its converted material in the Unit/Lot within the period prescribed in Annexure-A following due process and Statutes. In case of delay in felling, conversion and transportation of any tree/trees or non-compliance of any Statute, the Bank Guarantee will be revoked and forfeited to the Government of Karnataka. The jurisdictional Chief Conservator of Forests will be, for reasons to be recorded in writing and under intimation to the Additional Principal Chief Conservator of Forests (Forest Resource Management), Karnataka, authorized to extend the period prescribed in Annexure-A for felling, conversion and transportation of any/all the trees and its converted material in the Unit/Lot by a period not exceeding 25% of that prescribed in the said Annexure but only and only once.**

16.E-Tender-cum-Auction Result

- i. The bidder can verify the "E-auction Lot Status" after closing of e-tender-cum-auction **in their own login** which will be displayed up to 7 (Seven) days from the date of Closing of e-tender-cum-auction(excluding the date of closing of e-tender-cum-auction). After closure of e-tender-cum-auction, the highest valid bid secured among all the valid e-tenders and e-auction bids for each Unit/Lot will be considered to determine the highest bidder for that Lot. **The Highest Bid (H1) for each Lot will be notified within (5) days of closure of the e-tender-cum-auction.**

However, the highest bidder will not automatically accrue any right on that Unit/Lot.

- ii. After completion of e-tender-cum-auction on the day, the MSTC Ltd. shall furnish the highest bids quoted for each Unit/Lot. In the event of a tie, the bid received earlier in the point of time shall be accepted. After confirmation of highest bids by the Karnataka Forest Department, confirmation letter will be issued by MSTC in the name of the highest bid approved by the said Department.

17. Validity of Offers

- i. The bidders who participate in the e-tender-cum-auction shall be bound by their offer and by these terms and conditions for a period of 90 (ninety) days from the date of closure of e-tender-cum-auction.
- ii. In case of breach of the clause above, the EMD shall be forfeited by the Seller. In addition, the bidder who fails to honour his/her/its offer shall bear the loss, if any, suffered by the Seller in the subsequent disposal of that Lot.

18. Sale Order / Acceptance Order / Acceptance Letter / Confirmation Order

- i. The Deputy Conservator of Forests, ABC division, of the Karnataka Forest Department will issue the sale Confirmation order/Acceptance letter by email sent to the email id registered with MSTC as well as hard copy to the address registered with MSTC.
- ii. The successful bidders cannot not transfer the offer awarded to him / her/them to others. No sub-contract is allowed.
- iii. In case of deviation of any of the e-tender-cum-auction conditions, the offer/s shall be cancelled besides forfeiting the EMD amount and imposing such penalty as decided by the Seller.

19. Post Bid Payment:

- i. The successful bidder/buyer of the each e-tender-cum-auction Lot shall pay **Post bid Deposit equivalent to 25 per cent of the sale value which means, Bid amount plus all applicable taxes, fees, surcharges, levies, duties etc.(except transit pass fee) within 3 bank working days from the date of issue of Confirmation Order by email(Date of email of Confirmation Order shall be day 0) by Pay Order or Demand Draft drawn in favour of "Deputy Conservator of Forests, ABC division" payable at "ABC".**
- ii. In case the successful bidder fails to fulfil the payment condition mentioned above, the EMD amount paid by him/her/them will be forfeited to the Seller and he/she/they shall have no right whatsoever on the Lot/Lots for which he/she/they was/were declared the successful bidder. The Unit /Lot or Units / Lots will be resold at his/her/their risk and loss, if any, will be recovered under due process of law as an arrears of Land Revenue. The defaulter but will not be entitled to claim any excess amount that may be realized on such re-sales.
- iii. If any bidder has offered the highest bid for more than one Unit/Lot and defaults on payment of part or full sale amount for any/some/all of the lots, then too the entire EMD paid will be forfeited.
- iv. In addition, the registration of the defaulting Bidder will be deactivated and will be debarred for a minimum period of 6 (six) months from participating in all MSTC e-Auctions, along with forfeiture of the Registration Fee.
- v. If any excess EMD amount paid by the successful bidder due to rejection of bid/bids by the Seller is available, the same will be adjusted against 25% of sale value to be paid by the successful bidder.

20. **Payment of the Balance Sale Value:**

- i. The balance Sale Value (75% of the bid value of all Lots confirmed in favour of the buyer) shall be paid within 30calendar days from the date of issue of confirmation order by email (date of email of confirmation order is day 0) to the SELLER's account **by Pay Order or Demand Draft drawn in favour of "Deputy Conservator of Forests, ABC division" payable at "ABC"**, and subject to conditions as mentioned below-
- ii. 1%simple interest per week shall be charged from the completion of 30 days of issue of confirmation order up to 15 days counting the last day of the due date as zero.
- iii. In case last date for payment of balance sale amount etc. falls on a public Holiday / non - banking day in Karnataka, due amounts shall be paid on the next working day.
- iv. After the period permissible as per sub-condition (ii) elapses, the confirmation order shall be *mutatis mutandis suo moto* stand cancelled and the successful bidder/buyer treated as defaulter and process detailed as above for defaults be initiated.
- v. The successful bidder/buyer shall follow all Government Rules while obtaining the required licenses and to pay all the statutory taxes like Income tax, sales tax, custom duty etc., and there shall not be any liability on the part of Seller in this regard.

21. **Issuance of Delivery Order**

On receipt of 100% of sale value including taxes, levies and duties etc. and the execution of Bank Guarantee as described in condition 15 (iv) above, the Seller will issue Delivery Order. Each and all the trees of all Units/Lots purchased and fully paid must be removed from the spot where they stood within the period specified in **Annexure-A from the**

date of issue of Delivery Order. The Seller may, after the expiry of this or the extension period as described in condition 15 (iv) above, conduct re-auction of the un-removed trees/ timber/poles/firewood etc. without any notice to the purchaser, as elaborated above and he/she/they will not be entitled to any profit that the Government may derive from such re-auction but would be liable to pay to the Government any loss that the Government suffers. Alternately, the Seller may take action to fell or remove the un-removed trees/ timber/poles/firewood etc. on its own, and sell it by any method it deems fit and remit the proceeds to the Government of Karnataka. Any loss suffered on this account is recoverable from the Buyer over and above the forfeiture of the Bank Guarantee as described in condition 15 (iv) above.

22. No trees/ timber/poles/firewood/billets/stump etc. shall be removed from the Unit/Lot till a Transit Pass is signed and issued by the Deputy Conservator of Forests, ABC Division, or by a Forest Officer of or above the rank of a Deputy Range Forest Officer authorized by the Deputy Conservator of Forests, and till every piece of timber/poles/firewood/billets/stump is given the prescribed Government Hammer Mark (where applicable/possible). The transit pass shall be in forms prescribed under Rule 145 (2) of Karnataka Forest Rules. 1969. The cost of the transit pass shall be borne by the buyer. No transit pass shall authorize transport of more than one load, whatever is the mode of conveyance. That is to say, only one pass shall be issued per vehicle for each transit. The material so purchased shall not be exported outside State.

23. The buyer shall abide by the provisions of all Acts and Rules applicable including the Karnataka Preservation of Trees Act, 1976, the Karnataka Forest Act, 1963, the Karnataka Forest Rules, 1969, The Karnataka Forest Manual and the Karnataka Forest Code made there under and any statutory modification thereof, from time to time.

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24. The successful buyers should engage their own personnel and machinery for felling, conversion, loading and transport.
25. For the purpose of felling the trees and/or removal of timber/poles/billets/firewood/stumps etc. , the successful buyer shall employ or engage his/her/its own personnel and shall keep the Seller/ stock holder fully indemnified against any claims whatsoever, including the claim for wages, injuries, compensation, death etc. While felling, trees and / or conversion / removal of timber / poles / billets / firewood / stumps etc. , if any accident or damage to the property/life etc., by reason of any act of negligence /omission /default or non-compliance with any of the Terms & Conditions of statutory regulations or rules and regulations, on the part of the Buyer's representative or employees resulting in death or injury to any persons or damages to the property of anybody or any third party, then in such an event the Buyer will have to pay compensation to such person (s) including the employees for such injury / damage to person's property of such persons. The Buyer shall in such event keep the Seller indemnified from any demand, claims or proceedings made.
26. Notwithstanding anything contained in the e-tender-cum-auction sale notice or advertisement issued as to the description and particulars of trees put for sale, the sale is on "as is where is and no complaint basis" only. The SELLER does not give any assurance or guarantee that trees in the Unit/Lot will adhere to notice or advertisement or list. The Buyer shall have to satisfy himself/herself/themselves on inspection of the Lots as to what they contain and make their offer accordingly. No plea of misunderstanding or ignorance or conditions put forth subsequent to confirmation of sale shall be accepted.
27. Any sale order against e-auction may be short closed as per the discretion of the Seller at any time without assigning any reason at short notice. Seller reserves the right to withdraw in part or full or to close the

contract any time during the currency of contract without assigning any reason thereof. This will not entitle the buyer to demand compensation or right for delivery of full quantity by way of extension of contract.

28. **Default in Payment of Sale Value:**

- i. Seventy five per cent (75%) of the sale value shall be paid within (30) calendar days from the date of issue of confirmation order. In case of delay, the successful bidder shall be allowed to make payment within another 15 days with an interest of 1% per week on the balance sale value remaining unpaid commencing from the thirty first day of the date of issue of confirmation letter subject to payment of interest amount. In case the successful bidder fails to make the payment of 75%, the Buyer will forfeit the 25% of the sale value remitted along with the EMD automatically and no further correspondence will be made or entertained in this regard. The confirmation order shall be *mutatis mutandis suo moto* stand cancelled and the successful bidder/buyer treated as defaulter and process detailed as above for defaults be initiated.
- ii. This, however, shall not confer any right on the successful Bidder/buyer to make late payment of Balance Sale Value. The Seller reserves the right not to accept the payment of Sale Value with interest after expiry of due payment time as mentioned above.

29. The terms and conditions herein contained are supplementary to the remedy available under the law.

30. **Special Terms and Conditions:**

- i. Loss to the Government on resale Units/Lots, as a result of default of any of the conditions specified in this notification, shall be recoverable from the defaulter along with the interest due at the rate of eighteen (18) percent per annum as an arrear of land revenue under section 109 of the Karnataka Forest Act 1963 or any statutory modifications thereof, or under section 54(4) of the Sale of Goods Act or by a decree under the Civil Procedure Code.

- ii. The Seller may withdraw any Lot or Lots or part of the Lots from the Sale without assigning any reasons. The Seller reserves the right to stop/ postpone/ cancel the e-tender-cum-auction at any stage without assigning any reason thereof. Such a right, however, would be used with circumspection and due care and caution.
- iii. The Seller reserves the right to accept or reject the highest rate offered in the e-auction without assigning any reasons there for.
- iv. The Seller reserves the right to modify/alter/cancel/omit any of the Terms and Conditions pertaining to the e-auctions as and when required. The Seller reserves the right to add/delete/change/modify any or all the general conditions mentioned in the e-auction schedule and the said addition/deletion/changes/modifications shall be incorporated in the agreement to be entered into with the bidders / bidder irrespective of e-auction conditions mentioned in the notice inviting e-auction or in the e-auction schedule or the same shall be incorporated in a form of code as the case may be and the same will be binding on the Bidder/Buyer without any recourse.
- v. The Seller reserves the right either to reject any or all e-auctions without assigning any reason. Further, when the bidder files its bid, the acceptance or rejection of the bid by Seller, or methodology adopted by the Seller, in short listing the bid for the disposal of material / materials etc., on e-auction platform shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injunction, Direction etc., from any Court to stall the proceedings of Seller. In the event of any dispute arising out of the e-auctions such dispute would be subject to the jurisdiction of the Civil Courts in the territory of Karnataka.
- vi. The Buyer shall maintain the highest ethical standards in the entire process and if any Buyer is found to be indulging in unethical or corrupt

practices of any nature will be disqualified from the bidding process, and will be black listed from participating in future auctions for a period to be determined by the Seller that would not be less than six months.

31. Force Majeure: The Seller will not be liable for any failure or delay in performance due to any cause beyond its control, including but not limited to accidental Fire, Floods, Strikes, Lock-outs, closure, Pestilence, Industrial unrest, Epidemics, Go-Slow, Political upheavals, Government action, Civil commotion, Breakdown of machinery, shortage of labour, Acts of God etc., It will be the sole discretion of the Seller to extend the time of performance after cause of delay have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of contract whether printed or written.

32. Participation by a defaulter or minor or insolvent or black listed bidders: Any firm / company / individual that has outstanding dues to the Karnataka Forest Department., on the day of Sale Notification or who is a minor or who is declared as an insolvent or who has been convicted by a court of law for offences, involving moral turpitude, or who has been black-listed from participating in any assignment of any department of Government of Karnataka and or any other State Government in India/ or Government of India, shall not be eligible to participate in the e-auction process and any such participation by such firm / company / individual shall be invalid, and EMD submitted shall be forfeited to the Seller.

33. Black Listing:-The Seller reserves the right to black-list, debar any bidder/buyer due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such bidder/buyer in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the bidder/buyer pursuant to the e-auction, provided however, that the SELLER shall be obliged to allow an opportunity of being heard to such bidder/buyer before any order of black-listing/debarment could be passed. Any such order of black listing/debarment that may be passed by the SELLER shall be without

prejudice to other right of actions available to the SELLER against the bidder/buyer under the e-auction terms and conditions.

34. Dispute Resolution: In case of any dispute regarding payment/delivery or any other matter relating to this assignment, the same shall be resolved amicably through mutual discussions and negotiations, failing which the decision of the Seller shall prevail.

35. Appeal: When and where the Buyer is aggrieved by the decision of the Seller, the Buyer may prefer an appeal within (15) days from the date of passing of any order by the Seller before the jurisdictional **Chief Conservator of Forests**, whose decision is final and binding.

36. Courts: The sale disputes/appeals can further be contested/settled only through Courts based in Bengaluru, Karnataka.

Signed.

Place:

Deputy Conservator of Forests

Date:

ABC Division

ANNEXURE-A

**ANNEXURE TO NOTIFICATION NO. DATED.....
OF THE DEPUTY CONSERVATOR OF FOREST DIVISION
DETAILS OF UNITS / LOTS OF THE TREES STANDING ON PLACE X TO
PLACE Y ROAD SIDE / RAIL SIDE TO BE SOLD BY E-TIMBER-CUM
AUCTION METHOD**

Sl. No.	Number of Unit / Lot	Geographical / Locational description of Unit / Lot*	Details of Trees in the Lot					Number of days from delivery order within which all trees are to be removed
			Tree No.	Species	Girth at breast height	Height upto leading tip	Remark	
1	2	3	4	5	6	7	8	9
1	1							
	2							
Total Trees in Lot								

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ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ, ಗುರುವಾರ, ೨೯, ಅಕ್ಟೋಬರ್, ೨೦೨೦

೧೨೫೧

2								
Total Trees for Sale								

* May be described by clear points / features identifiable on ground not including GPS points.

Place: ABC

Deputy Conservator of Forests,

Date:

ABC Division, ABC

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